

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

SKS CONSTRUCTION, INC.

Case No. 21-31862-KLP

Chapter 11

Debtor.

**DEBTOR'S APPLICATION TO RETAIN AND
EMPLOY SPIRO & BROWNE, PLC**

The above-captioned Debtor and Debtor-in-possession (collectively, the "Debtor" and/or "SKS"), pursuant to section 327 of the Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), hereby applies to the Court for the entry of an order authorizing it to retain and employ SPIRO & BROWNE, PLC ("Spiro & Browne") as its counsel in this Chapter 11 case. In support of this Application, the Debtor submit (a) the Affidavit of David K. Spiro, a partner of Spiro & Browne (the "Affidavit"), which is attached hereto as Exhibit A and incorporated herein by reference, and (b) Spiro & Browne's Disclosure of Compensation (the "Disclosure of Compensation"), which is attached hereto as Exhibit B and incorporated herein by reference, and respectfully represent as follows:

Background

1. On June 9, 2021 (the "Petition Date"), the Debtor commenced its reorganization case by filing a voluntary petition for relief under Subchapter V of Chapter 11 of the Bankruptcy Code.

David K. Spiro (Va. Bar No. 28152)
Spiro & Browne, PLC
6802 Paragon Place, Suite 410
Richmond, Virginia 23230
Office: (804) 441-6102
Fax: (804) 836-1855
dspiro@sblawva.com
Proposed counsel for Debtor

2. The Debtor is continuing in possession of its properties as a Debtor-in-possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. On June 9, 2021, Richard C. Maxwell, Esquire was appointed as the Chapter 11 Subchapter V Trustee pursuant to 11 U.S.C. § 1183(a) of the Bankruptcy Code.

4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

5. As of the Petition Date, the Debtor desires to retain and employ Spiro & Browne as its counsel in this Chapter 11 case, pursuant to section 327 of the Bankruptcy Code, to represent the Debtor in all aspects of its reorganization and subject to the terms and conditions described below and in a retention letter attached hereto as Exhibit C. Debtor has selected Spiro & Browne as its bankruptcy counsel because of the firm's experience in representing debtors in Chapter 11 proceedings, and due to its depth and reputation concerning other related practice areas.

6. The Debtor anticipates that Spiro & Browne will render general legal services to the Debtor as needed throughout the course of this Chapter 11 case.

7. Subject to the Court's approval, Spiro & Browne intends (a) to charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date services are rendered and (b) to seek reimbursement of actual and necessary out-of-pocket expenses. These rates may change from time to time in accordance with Spiro & Browne's established billing practices and procedures.

The names, positions, and current hourly rates of the Spiro & Browne lawyers and paraprofessionals currently expected to have primary responsibility for providing services to the Debtor as follows:

David K. Spiro	Partner	\$350.00
David G. Browne	Partner	\$350.00
Paralegal	Paralegal	\$150.00

Spiro & Browne will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described above by category and nature of the services rendered. Specifically, Spiro & Browne intends to apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of this Court, and pursuant to any additional procedures that may be established by the Court in these cases.

8. Prior to the Petition Date, the Debtor provided Spiro & Browne with retainage totaling \$25,500.00 (the "Initial Retainer") for services rendered or to be rendered and for reimbursement of expenses and filing fees. The Initial Retainer has been partially applied on account of legal fees and expenses incurred in representing the Debtor in contemplation of, and in connection with, this Chapter 11 case, leaving a balance as of the filing date of \$13,815.00. *The Debtor has granted Spiro & Browne a security interest in the Initial Retainer to secure repayment of fees and expenses as they come due.*

Disclosure Concerning Conflicts of Interest

9. To check and clear potential conflicts of interest in this case, Spiro & Browne researched its client database to determine whether it had any relationships with the following entities (collectively, the "Interested Parties"):

- a. the Debtor and any non-debtor affiliates;
- b. the Debtor's 20 largest unsecured creditors, as identified in its Chapter 11

petitions;

- c. other material creditors, lessors, and licensors of the Debtor;
- d. parties to significant litigation with the Debtor;
- e. the Debtor's material secured lenders and other parties asserting security interests against property of the Debtor.
- f. the proposed post-petition lenders, if any, and their professionals; and
- g. any other significant parties in interest.

Notwithstanding this inquiry and investigation, if Spiro & Browne discovers additional information that requires disclosure, Spiro & Browne will file a supplemental disclosure with the Court as promptly as possible.

10. After conducting the investigation discussed above, neither the Debtor nor Spiro & Browne believe, to the best of their knowledge, that Spiro & Browne has any connection with the Debtor, its creditors the U. S. Trustee, or any other party with an actual or potential interest in this Chapter 11 case or their respective attorneys or accountants, except as described herein in the Affidavit.

11. Based upon the foregoing, and to the best of the Debtor's knowledge, information and belief, Spiro & Browne neither holds nor represents any interest adverse to the Debtor in the matters for which Spiro & Browne is proposed to be retained.

Accordingly, the Debtor believes that Spiro & Browne is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code. The Debtor submits that its employment of Spiro & Browne would be in the best interests of the Debtor and its respective estates and creditors.

Fee Application

12. As described above, Spiro & Browne intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Court, the Bankruptcy Rules, and the Local Rules of this Court and pursuant to any additional procedures that may be established by the Court in this case.

Notice

13. Pursuant to Local Rule 2014-1, notice of this Application has been given to: (a) the United States Trustee; (b) the Subchapter V Trustee; (c) the Debtor's 20 largest unsecured creditors, as identified in its Chapter 11 petition; and (d) the Debtor's secured creditors. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is required.

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form attached hereto as Exhibit D: (i) authorizing the Debtor to retain and employ Spiro & Browne as its attorneys and legal counsel in this Chapter 11 case pursuant to section 327 of the Bankruptcy Code, as of the Petition Date; and (ii) granting such other and further relief as the Court may deem proper.

SKS CONSTRUCTION, INC.

By: /s/ David K. Spiro
Counsel

David K. Spiro (Va. Bar No. 28152)
Spiro & Browne, PLC
6802 Paragon Place, Suite 410
Richmond, Virginia 23230
Office: (804) 441-6102
Fax: (804) 836-1855
dspiro@sblawva.com

Proposed counsel for the Debtor

CERTIFICATE OF SERVICE

I hereby certify that on 22 day of June 2021, a true and correct copy of the Debtor's Application to Retain and Employ Spiro & Browne, LPC, as Its Counsel was served via electronic delivery and/or U.S. Mail to the Office of the United States Trustee, c/o Kathryn R. Montgomery, Esquire at Kathryn.montgomery@usdoj.gov, the Debtor's 20 largest unsecured creditors, and all parties requesting service of pleadings in this case (all as listed on the attached mailing matrix).

/s/ David K. Spiro

David K. Spiro, Esq Spiro & Browne, PLC 6802 Paragon Place, Suite 410 Richmond, Virginia 23230	Kathryn R. Montgomery, Esquire Office of the United States Trustee 701 E. Main Street Richmond, Virginia 23219	Richard C. Montgomery, Esquire Woods Rogers PLC 10 S. Jefferson Street Suite 1400 Roanoke, VA 24011
A&B Kearns Trucking & Stone 16381 Brandy Rd. Culpeper, VA 22701	A.I.T., LLC 1928 Anderson Road Falls Church, VA 22043	ACG Trucking 7415 Emmitt's Road Spotsylvania, VA 22551
All American Paving & Sealing 8136 Belmont Rd. Spotsylvania, VA 22551	American Shoring, Inc. 207 Lake St. (Route 32) Newburgh, NY 12550	Anariba Concrete 11208 Surry Woods Ct. Fredericksburg, VA 22407
Blue Ridge Bank P.O. Box 888 Louisa, VA 23093	Carter Machinery c/o David Hartnett, Esq. 150 W. Main St., Ste 1500 Norfolk, VA 23510	Carter Machinery Co. P.O. Box 751053 Charlotte, NC 28275-1053
CAT Commercial Revolv. Acct. Dept. 33-802500925 Phoenix, AZ 85062-8004	Cat Financial 2120 West End Ave. Nashville, TN 37203	Colonial Constr. Materials P.O. Box 333 Oilville, VA 23129
CP&P 210 Stone Spring Rd Harrisonburg, VA 22801	Ford Motor Credit I Bankruptcy P.O. Box 62180 Colorado Springs, CO 80962	Ford Motor Credit/ Bankruptcy P.O. Box 62180 Colorado Springs, CO 80962
Ford Motor Credit/ Bankruptcy P.O. Box 62180 Colorado Springs, CO 80962	Ford Motor Credit/ Bankruptcy P.O. Box 62180 Colorado Springs, CO 80962	Fullerton & Knowles 12642 Chapel Road Clifton, VA 20124
Gemini Land Development 10900 Houser Drive Fredericksburg, VA 22408	Greenway Hydroseeding, Inc. 5828 Plank Rd., Ste 113 Box 6 Fredericksburg, VA 22407	H & E Equip. Services P.O. Box 849850 Dallas, TX 75284
I.R.S. / Special Procedures P.O. Box 7346 Philadelphia, PA 19101-7346	James River Equipment P.O. Box 745475 Atlanta, GA 30374-5475	John Zuchowski 10503 Rhoads Drive Fredericksburg, VA 22407
Komatsu Financial 8770 W. Bryn Mawr Ave. Chicago, IL 60631	Komatsu Financial 8770 W. Bryn Mawr Ave. Chicago, IL 60631	LB Water Service P.O. Box 60 Selinsgrove, PA 17870
Liberty Equipment 10879 Houser Drive Fredericksburg, VA 22408	Look Out Safety Co., LLC P.O. Box 42191 Fredericksburg, VA 22404	Luck Stone Corporation P.O. Box 29871 Henrico, VA 23242
M & T Bank Box 900 Millsboro, DE 19966	McClung Logan Equip Co P.O. Box 17593 Baltimore, MD 21297-1593	Michaels Towing & Recovery P.O. Box 1577 Fredericksburg, VA 22402

Phillips Recycling & Aggregate 177 Wyche Rd. Stafford, VA 22554	Ricky Hairfield Trucking 8619 Robert E. Lee Drive Spotsylvania, VA 22551	S.B.A. EIDL Loan Acc. 79052 N. 20th St., Ste. 320 Birmingham, AL 35203
S.B.A. Payroll Prot. Program 409 3rd Street S.W. Washington, DC 20416	Spotsylvania Co. / Revenue Com P.O. Box 175 Spotsylvania, VA 22553-0175	Steven Zuchowski 10505 Rhoads Drive Fredericksburg, VA 22407
Sullivan's Towing 376 King's Hwy. Fredericksburg, VA 22405	Sullivan, Donahoe and Ingalls P.O. Box 614 Fredericksburg, VA 22404	Sunbelt Rentals P.O. Box 409211 Atlanta, GA 30384-9211
Superior Paving Corp. 5551 Wellington Rd. Gainesville, VA 20156	Takeuchi Financial P.O. Box 7167 Pasadena, CA 91109-7167	The Rigging Box 8184 Newington Rd. Lorton, VA 22079
United Rentals, Inc. P.O. Box 100711 Atlanta, GA 30384	Virginia Paving Co. 14500 Avion Pkwy. Ste 310 Chantilly, VA 20151	Volvo Financial Services P.O. Box 7247-0236 Philadelphia, PA 19170-0236
Walker Sand & Stone 19238 Inglewood Road Culpeper, VA 22701	Water Management Solutions P.O. Box 1171 Pamplin, VA 23958	Wells Fargo P.O. Box 3072 Cedar Rapids, IA 52406-3072
Xylem Dewatering Solutions 26717 Network Place Chicago, IL 60673-1267	CAT Financial c/o Vernon Inge, Esq Whiteford Taylor Two James Center 1021 East Cary Street, Suite 1700 Richmond, VA 23219 vinge@wptlaw.com	Ford Motor Credit c/o Carl Eason Wolcott Rivers Gates 200 Bendix Rd Suite 300, Virginia Beach, VA 23452

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

SKS CONSTRUCTION, INC.

Case No. 21-31862-KLP
Chapter 11

Debtor.

AFFIDAVIT OF DAVID K. SPIRO

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND

SS:

Pursuant to Rule 2014 (a) of the Federal Rules of Bankruptcy procedure, David K. Spiro, Esquire, being duly sworn, deposes and says:

1. I am a member in good standing of the Bar of the State of Virginia and admitted to practice before the United States Court of Appeals for the Fourth Circuit, the United States District Courts and Bankruptcy Courts for the Eastern and Western Districts of Virginia.
2. I am a partner of the law firm of SPIRO & BROWNE, PLC ("Spiro & Browne"), and am duly authorized to make this Affidavit on behalf of Spiro & Browne. I make this Affidavit in support of the Debtor's Application to Retain and Employ Spiro & Browne as Its Counsel (the "Application"). I personally know the facts set forth in the Affidavit and, if called as a witness, I could and would testify thereto. Unless otherwise defined, all capitalized terms used herein have the meaning given to them in the Application.

3. The law firm of Spiro & Browne has extensive experience in bankruptcy, insolvency, reorganization, and debtor/creditor law. The firm is well qualified to represent the Debtor in this bankruptcy case and is willing to accept employment on the basis set forth in the Application.

4. The law firm of Spiro & Browne, its partners, and its associates hold no interest adverse to the Debtor or its estate, and Spiro & Browne is thereby a "disinterested person" as defined in § 101 (14) of the Bankruptcy Code.

5. The proposed employment of Spiro & Browne is not prohibited or improper under Bankruptcy Rule 5002.

David K. Spiro
Attorney at Law
Spiro & Browne, PLC

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF HENRICO) SS:

Sworn and subscribed to before me, a notary public in and for the above jurisdiction, on this _____ day of June 2021.

Notary Public

My Commission expires:_____

Notary Registration No.:_____

Document Page 11 of 18
United States Bankruptcy Court
Eastern District of Virginia

In re **SKS Construction, Inc.**

Debtor(s)

Case No. **21-31862-KLP**Chapter **11****DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	0.00
Prior to the filing of this statement I have received	\$	0.00
Balance Due	\$	0.00

2. The source of the compensation paid to me was:

☐ Debtor ☒ Other (specify)

Rates: \$335.00/hr. for attorneys (D. Spiro & D. Browne), \$150.00/hr. for paralegals; See SFA #16 and Employment App for details re payments, escrow balance, etc.

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- Other provisions as needed:

Please see Counsel's employment application

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

Please see Counsel's employment application

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Date

/s/ David K. Spiro
David K. Spiro
Signature of Attorney

Spiro & Browne, PLC
Name of Law Firm
6802 Paragon Place
Suite 410
Richmond, VA 23230
804-441-6080 Fax: 804-836-1855

For use in Chapter 13 Cases where Fees Requested Not in Excess of \$5,488
(For all Cases Filed on or after 01/01/2021)

**NOTICE TO DEBTOR(S), STANDING CHAPTER 13 TRUSTEE AND UNITED
STATES TRUSTEE
PURSUANT TO LOCAL BANKRUPTCY RULE 2016-1(C) AND
CLERK'S CM/ECF POLICY 9**

Notice is hereby given that pursuant to Local Bankruptcy Rule 2016-1(C), you must file an objection with the court to the fees requested in this disclosure of compensation opposing said fees in their entirety, or in a specific amount, no later than the last day for filing objections to confirmation of the chapter 13 plan.

PROOF OF SERVICE

The undersigned hereby certifies that on this date the foregoing Notice was served upon the debtor(s), the standing Chapter 13 trustee, and U. S. trustee pursuant to Local Bankruptcy Rule 2016-1(C) and the Clerk's CM/ECF Policy 9, either electronically or in paper form (first class mail).

Date

Signature of Attorney

Ex. C

SPIRO & BROWNE, PLC
6802 Paragon Place, Suite 410
Richmond, Virginia 23230

June 8, 2021

SKS Construction, Inc.
Via Email: steve2@skskonstruction.net

Re: Retention Agreement

Dear Steve:

This letter agreement will confirm that you, on behalf of SKS Construction, Inc. ("SKS") have retained Spiro & Browne, PLC (the "Firm") to act as counsel in contemplation of SKS filing under Chapter 11 of the United States Bankruptcy Code. This letter will serve as our employment agreement. The parties agree as follows:

1. SKS hereby employs the Firm to represent, advise and perform services on matters related to any reorganization or bankruptcy proceeding, including, without limitation, the filing of a voluntary petition under Chapter 11 of the United States Bankruptcy Code.

2. The services to be performed by the Firm include, without limitation, the following:

a. Providing legal advice to SKS with respect to any reorganization or bankruptcy proceeding and the handling of claims of creditors and others prior to the filing of any Chapter 11 petition;

b. Preparing any instruments, agreements, pleadings, or other documents necessary to initiate and effectuate any reorganization or bankruptcy proceeding;

c. Representing SKS in any action, proceeding, contested matter, trial, conference, meeting, hearing, or other proceeding or transaction in which SKS is or becomes involved as a result of any reorganization or bankruptcy proceeding;

d. Following the filing of any voluntary petition under Chapter 11 of the Bankruptcy Code, the Firm shall, with the assistance of SKS, undertake the following:

i. To the extent not completed prior to filing the voluntary petition, preparation and filing on behalf of SKS of all petitions, schedules, statements, plans, and other documents and pleadings;

ii. Attendance and representation at all creditors' meetings, hearing, trials, conferences, and other proceedings, whether in or out of Court;

iii. Provision of legal advice to SKS as to its rights, duties, and powers as debtor-in-possession in a Chapter 11 case, and as to other matters arising in or related to the Chapter 11 case; and

iv. Otherwise assist, advise, and represent SKS on matters related to the Chapter 11 case as requested by SKS.

3. SKS agrees to reimburse the Firm for all necessary expenses incurred by the Firm in the performance of services under this agreement and to compensate the firm for services performed at the Firm's customary rates for comparable services.

4. In connection with the services, SKS has provided the Firm with retainage totaling \$25,500.00 less total pre-petition disbursements of \$11,685.00 (the "Initial Retainer"), the receipt of which Initial Retainer is hereby acknowledged by the Firm. *The Debtor has granted Spiro & Browne a security interest in the Initial Retainer to secure repayment of fees and expenses as they come due.*

5. The Firm warrants that, to the best of its knowledge and belief, the Firm has no interest or connection with SKS or its creditors or any other party, or with their respective attorneys or accounts, that would preclude the Firm from representing SKS in a chapter 11 case.

The Firm further warrants that it does not hold or represent an interest that would be adverse to the interest of SKS's estate in a Chapter 11 case.

6. Either party may terminate this agreement at any time, subject to the approval of the Bankruptcy Court, if necessary.

WITNESS the following signatures this 8th day of June 2021.

SPIRO & BROWNE, PLC

SKS CONSTRUCTION, INC.

By: /s/ David K. Spiro
DAVID K. SPIRO

By: /s/ Steven Zuchowski
STEVEN ZUCHOWSKI

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

SKS CONSTRUCTION, INC.

Case No. 21-31862-KLP
Chapter 11

Debtor.
_____ /

**ORDER AUTHORIZING DEBTOR
TO RETAIN AND EMPLOY SPIRO & BROWNE, PLC**

This matter came before the Court upon the above-captioned Debtor's Application to Retain and Employ Spiro & Browne as Counsel (the "Application"). The Court having reviewed (i) the Application, (ii) the Affidavit of David K. Spiro, a partner in the law firm of Spiro & Browne, PLC ("Spiro & Browne"), attached to the Application as Exhibit A (the "Affidavit") and (iii) the Disclosure of Compensation of Spiro & Browne attached to the Application as Exhibit B (the "Disclosure Statement"); and the Court being fully advised in the premises and having determined that the legal and factual bases set forth in the Application, the Affidavit and the Disclosure of Compensation established just cause for the relief granted herein:

THE COURT HEREBY FIND THAT:

- A. The Court has jurisdiction over the matter pursuant to 29 U.S.C. §§ 157 and 1334.
- B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
- C. Notice of the Application (and service of the proposed order) was sufficient under the circumstances.
- D. The Application, the Affidavit and the Disclosure of Compensation are in full compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of this Court.

E. Spiro & Browne does not hold or represent any interest adverse to the Debtor's estate and is a "disinterested person," as defined in section 101 (14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

F. The Debtor's employment of Spiro & Browne in accordance with the Application and this Order is in the best interest of the Debtor and its estate and creditors.

IT IS HEREBY ORDERED THAT:

1. The Application is hereby APPROVED.
2. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Application.
3. The Debtor is authorized to retain and employ Spiro & Browne as its counsel in this Chapter 11 case, pursuant to section 327 of the Bankruptcy Code, retroactive to the Petition Date.
4. Spiro & Browne is authorized to perform any and all legal services for the Debtor that are necessary or appropriate in connection with this Chapter 11 case, as described in the Application.
5. Spiro & Browne shall be compensated for such services and reimbursed for any related expenses as provided in the Application, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any future orders of this Court.
6. Spiro & Browne shall have security interest in the Initial Retainer supplied by the Debtor.
7. Spiro & Browne shall not apply any portion of the Retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so

by a further order of this Court.

Entered: / /2021

UNITED STATES BANKRUPTCY JUDGE

I ask for this:

/s/ David K. Spiro
David K. Spiro (Va. Bar No. 28152)
Spiro & Browne, PLC
6802 Paragon Place, Suite 410
Richmond, Virginia 23230
Office: (804) 441-6102
Fax: (804) 836-1855
dspiro@sblawva.com
Proposed counsel for Debtor

Seen and not objected to:

/s/ Richard C. Maxwell
(Permission to affix signature received by e-mail)
Richard C. Maxwell, Esquire
Woods Rogers PLC
10 S. Jefferson Street
Suite 1400
Roanoke, VA 24011

Subchapter V Trustee

Seen and not objected to:

/s/ Kathryn R. Montgomery
(Permission to affix signature received
by e-mail)
Kathryn R. Montgomery, Esquire
Office of the United States Trustee
701 E. Main Street
Richmond, Virginia 23219
(804) 771-2310

Assistant U.S. Trustee

CERTIFICATE

I hereby certify that the foregoing Order has been endorsed by all necessary parties.

/s/ David K. Spiro